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IN THE THIRD COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

FILED
2014 FEB -5 AM 10:33
RICHARD R. ROOKER, CLERK
D.C.

SOGRA SADHI MCGUIRE, Petitioner,	)	
v.	)	Docket No: 13D-2975
PATRICK GERALD MCGUIRE, Respondent.	)	

FINAL DECREE

This cause came on before the Court on the 5th day of February, 2014, before the Honorable Phillip R. Robinson, Judge of the Third Circuit Court for Davidson County, Tennessee upon the Complaint for Absolute Divorce filed by the Plaintiff/Wife **Sogra Sadhi McGuire**, ("Wife"), the presentation to the Court of a Marital Dissolution Agreement executed by both the Wife and the Defendant/Husband, **Patrick Gerald McGuire** ("Husband"), the appearance and testimony of Wife, and the full record in this cause.

From all of the foregoing, it appears to the Court that there exists such irreconcilable differences between the parties as would entitle the Wife to an absolute divorce, and an absolute divorce should so be granted.

It further appears that the Marital Dissolution Agreement entered into between the parties makes a fair and equitable division of the parties' jointly owned property, assets and debts, and it should be approved and incorporated into this Final Decree of Divorce.

It further appears that the sixty(60) day statutory waiting period has expired.

The current addresses of the parties are:

Wife: 4720 Billingsgate Road, Antioch, Tennessee 37013;
Husband: 14799 Richmond Street, Southgate, Michigan 48195-3707.

BILL GARRETT, Davidson County
Trans:T20150104733 DEEDDIV
Recvd: 12/11/15 09:51 15 pgs
Fees:77.00 Taxes:0.00
20151211-0124729

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It is, therefore, **ORDERED, ADJUDGED,** and **DECREED** that the Wife be, and hereby is, awarded an absolute divorce from the Husband upon the grounds of Irreconcilable Differences. The bonds of matrimony binding the parties are hereby dissolved and both parties are restored to the rights and privileges of unmarried persons.

IT IS FURTHER ORDERED THAT THE MARITAL DISSOLUTION AGREEMENT ENTERED INTO BY THE PARTIES IS FAIR AND EQUITABLE AND IS HEREBY APPROVED AND MADE AN ORDER OF THIS COURT AND IS IN WORDS AND FIGURES AS FOLLOWS:

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THIRD CIRCUIT FILED

IN THE CIRCUIT COURT FOR DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE 2013 OCT 22 PM 2:02

RICHARD R. ROOT, CLERK

SOGRA SADHI MCGUIRE,

Plaintiff/Wife,

v.

PATRICK GERALD MCGUIRE

Defendant/Husband.

D.C.

Docket No. 13D2975

MARITAL DISSOLUTION AGREEMENT

WHEREAS, Sogra Sadhi McGuire, hereinafter referred to as the "Wife", and Patrick Gerald McGuire, hereinafter referred to as the "Husband", have suffered irreconcilable differences in their marriage so that the same is now irretrievably broken; and,

WHEREAS, the parties are presently living separate and apart; and,

WHEREAS, the parties desire to enter into a Marital Dissolution Agreement providing for the division of their property and debts, and to tender this Agreement to the Court for approval in the event that a Final Decree of Divorce is granted in this cause; and,

WHEREAS, the parties acknowledge that there is currently pending a Complaint for Absolute Divorce filed by the Plaintiff in the 3rd Circuit Court for Davidson County, Tennessee, and docketed at number 13D-2975, to which reference is specifically made; and,

WHEREAS, there are no children born of this; and,

WHEREAS, the parties do own real property, and they own items of personal property;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

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1. NO INTERFERENCE.

It is agreed by and between the parties, that each party shall be free from interference, authority and control, direct or indirect, by the other, as fully as if he or she were single and unmarried. It is further agreed that neither party shall molest nor threaten nor harass the other, nor compel nor endeavor to compel the other to cohabit or dwell with him or her.

2. DIVORCE.

It is agreed by and between the parties that the Wife shall proceed to obtain an absolute divorce upon the grounds of irreconcilable differences. By signing this Agreement, Husband is waiving his appearance at a final hearing on this divorce action, and is waiving service of process on the Complaint for Divorce.

3. PERSONAL PROPERTY.

It is agreed by and between the parties that the Husband shall be awarded the parties' motorcycle, tools, his personal clothing, and his personal jewelry. It is agreed by and between the parties that the Wife shall be awarded all other items of personal property not dealt with herein. Any interest of one party in the personal property in the possession of the other party is hereby divested from the one and reinvested in the other so that they shall each own that property in their possession as their sole property, free and clear of any claim of the other.

3.1 VEHICLES

It is agreed by and between the parties that the Husband shall be awarded the Ford Ranger pickup truck VIN No. _____ and the Ford Escort VIN No. _____ free and clear from any interest of the Wife. The Husband agrees to indemnify and hold the Wife harmless for any liability or on any debt encumbering the

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aforesaid vehicle.

It is agreed by and between the parties that the Wife shall be awarded the Toyota 4Runner VIN No. _____ and the Nissan _____ VIN No. _____ free and clear from any interest of the Husband. The Wife agrees to indemnify and hold the Husband harmless for any liability or on any debt encumbering the aforesaid vehicle

4. REAL PROPERTY

It is agreed by and between the parties that there are two pieces of marital real property. The parties have a marital home located at 4720 Billingsgate Road, Antioch, TN 37013 and rental property which consists of a duplex located at 4009 and 4011 Shufeld Ct., Antioch, TN 37013.

It is agreed by and between the parties that the Wife shall be awarded free and clear of any interest of the Husband the duplex located at 4009 and 4011 Shufeld Ct., Antioch, TN 37013 which is more properly described as:

> LAND in Davidson County, Tennessee, Being Lot No. 26 on the Plan of Colewood Acres, Section V, of record in Plat Book 5200, page 303, Register's Office for Davidson County.
>
> BEING all of the same property conveyed to Sogra B. Sadhi, by Warranty Deed from Javad Rabiei, of record in Book 11277, page 865, Register's Office for Davidson County, Tennessee.
>
> Being all of the same property conveyed to Sogra Sadhi McGuire and husband, Patrick G. McGuire, by Quitclaim Deed from Sogra B. Sadhi McGuire and husband, Patrick G. McGuire of record at instrument number 20021203-0148710, Register's Office for Davidson County, Tennessee
>
> This conveyance is subject to taxes for the tax year 2013 and subsequent years and all matters of record including restrictions, declarations, easements, dedications, agreements, memorandums, and assessments, as shown of record in the Register's Office for Davidson County, Tennessee.

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It is agreed by and between the parties that the Wife shall be awarded free and clear of any interest of the Husband the residence located at 4720 Billingsgate Road, Antioch, TN 37013 which is more properly described as:

> Land in Davidson County, Tennessee being Lot No. 260 on the Plan of Piccadilly Square, Phase III, of record in Plat Book 6250, Page 892-894 and amended in Book 8001, page 278, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a complete and accurate legal description.
>
> Being the same property acquired by the party of the first part pursuant to the provisions of the National Housing Act, as amended (12USC 1701 et seq.) and the Department of Housing and Urban Development Act (42 U.S.C. 3531), by deed dated November 17th, 2004, and recorded at Instrument No. 20041215-0148931 in the Register's Office of Davidson County, Tennessee
>
> Being the same property conveyed to Patrick G. McGuire and wife, Sogra S. McGuire by cash deed from Alphonso Jackson, Acting Secretary of Housing and Urban Development, of Washington, D.C. recorded at Instrument No. 20050412-0040569 in the Register's Office of Davidson County, Tennessee.
>
> Said Conveyance is made subject to all covenants, easements, restrictions, reservations, conditions and rights appearing of record against the above described property; also subject to any subject to any state of facts which an accurate survey of said property would show.

It is agreed by and between the parties that the Wife shall indemnify and hold the Husband harmless on the above said properties. It is further agreed by and between the parties that in exchange for the Wife being awarded the above said real properties free and clear of the Husband that she shall pay to the Husband $70,000.00 as his share of the equity in said properties as alimony *in solido*. The Wife shall pay said alimony *in solido* within 30 days of the entry of the Final Decree of Divorce.

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5. RETIREMENT PLANS AN INSURANCE POLICIES.

It is agreed by and between the parties that the interest of one party in any other retirement/pension/profit sharing plan of the other party shall be divested from him or her and reinvested in the other, so that each party shall own their retirement/pension/profit sharing plans as their sole property, free and clear of any interest or claim of the other.

6. ALIMONY

It is agreed by and between the parties that neither party is requesting alimony of the other than as stated in section four (4) of this document.

7. DEBTS

It is further agreed by and between the parties unless stated otherwise herein this document each shall be responsible for the debts in their own name and shall indemnify and hold the other harmless thereon.

This decree does not necessarily affect the ability of a creditor to proceed against a party or party's property, even though the party is not responsible under the terms of the decree for an account, any debt associated with an account or any debt. It may be in a party's best interest cancel, close or freeze any jointly held accounts.

8. NO FURTHER ENCUMBRANCES.

It is agreed by and between the parties that neither party shall further encumber the credit of the other from and after the date of signing this Marital Dissolution Agreement.

9. ATTORNEY FEES.

It is agreed by and between the parties that each shall be responsible for their own attorney fees.

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10. COURT COSTS.

It is agreed by and between the parties that the court costs in this action shall be paid equally by the parties.

11. FURTHER NECESSARY ACTS.

It is agreed by and between the parties that both parties will sign any and all deeds, titles, documents or other instruments necessary to carry out the purposes and intents of this Agreement.

12. ESTATE WAIVER.

It is agreed by and between the parties that this Agreement is intended to be a final settlement of all property rights and support rights and obligations of the respective parties hereto, and shall constitute a discharge from all claims arising out of their marital relationship, except as provided herein. Each party hereby waives and relinquishes to the other all rights or claims which each may have or hereafter acquire under the law of any jurisdiction with respect to the others property, including without limitation, dower, courtesy, statutory allowance, homestead rights, right to take against the will of the other inheritance, descent or distribution, or right to act as administrator or executor/ix of the others estate, except as provided by the terms of this Agreement. This Agreement applies to all property now owned by the Husband and Wife, individually or jointly, or any property that either of them may acquire in the future.

13. ENTIRE AGREEMENT.

It is agreed by and between the parties that this Agreement contains the entire understanding of the parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein and that all prior and oral agreements are hereby merged with this Agreement. It is further agreed by and between the parties that this

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Marital Dissolution Agreement may not be amended except in writing by the consent of both parties.

14. ENFORCEMENT.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to procure the enforcement of any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

15. NO OTHER ASSETS.

The parties acknowledge that there are no other assets owned by them, either jointly or individually, and that they have no interest in any assets, which are not reflected by the terms of this Agreement. The parties warrant and represent that they have made a full disclosure to each other of all assets in which they have an interest.

16. NO UNDUE INFLUENCE.

It is understood and agreed between the parties that this Agreement is entered into without undue influence, fraud, coercion, or misrepresentation, or for any reason not herein stated. The provisions in this Agreement and their legal effect are fully known by each of the parties, and each party acknowledges that the Agreement is fair and equitable and that it is being entered into voluntarily.

17. SEVERABILITY.

In the event that any provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid provision shall not affect the other provisions of this Agreement, said provisions being severable.

18. AFTER-ACQUIRED PROPERTY.

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The parties acknowledge that between the date of execution of this Agreement and entry of a Final Decree of Divorce, the parties may acquire additional property, either real, personal, or mixed. The parties agree that each shall own such after-acquired property as his or her sole property, free and clear of any interest or claim of the other.

19. ACCEPTANCE BY THE PARTIES.

With respect to each party's responsibility for the payment of certain debts and liabilities, and their obligation to hold the other harmless for the payment thereof, the parties understand and agree that their obligation is a non-dischargeable debt under 11 USC section 523(5) of the Bankruptcy Code, this obligation being part of the final financial support settlement for both parties. This financial obligation on the part of both parties is not a part of the property settlement. The division of property is set forth elsewhere in the Marital Dissolution Agreement.

20. TAX EXEMPT STATUS.

This Agreement is a transfer of appreciated property between spouses in connection with a divorce, and is not a sale or exchange or other disposition, but represents a division of property by co-owners.

21. NO TAX ADVICE.

Both parties acknowledge that neither of them are relying upon any tax advice from their respective attorneys and that said attorneys have expressed no expertise regarding the tax ramifications or tax consequences arising out of this Agreement. Each of the parties have been advised by their attorneys to seek tax counseling regarding the consequences of this Agreement from their own accountant or tax attorney and each of the parties acknowledge that they have had an opportunity to do so.

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22. ATTORNEY

It is agreed by and between the parties that each party understands that Derek K. Burks is only representing the Plaintiff, and has not provided the Respondent any legal advice.

23. NAME

It is agreed by and between the parties that Wife shall maintain her married name.

WITNESS OUR HANDS, this 16 day of oct, 2013, as to the Wife, and this 16 day of oct, 2013, as to the Husband.

Sogra McGuire

Patrick McGuire

Patrick McGuire

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Patrick McGuire, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 16th day of October, 2013.

NOTARY PUBLIC

My Commission Expires: 01/06/14

NICK ECKERT STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

Copy

STATE OF TENNESSEE)

COUNTY OF DAAVIDSON)

Personally appeared before me, Sogra McGuire, with whom I am personally acquainted, and who upon oath executed the foregoing instrument for the purposes contained therein.

WITNESS my hand and seal this 16th day of October, 2013.

NOTARY PUBLIC

My Commission Expires: 01/06/14

NICK ECKERT
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

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It is further, ORDERED ADJUDGED and Decreed that the Complaint for Divorce Stricken Amended to reflect that the Husband's place of birth is Michigan.

It is, further, **ORDERED, ADJUDGED,** and **DECREED** that the Court costs in this matter shall be paid equally between the parties for which execution may issue, if necessary.

It is, further, **ORDERED, ADJUDGED,** and **DECREED** that execution may issue to enforce any of the provisions of this decree.

ENTERED this the 5 day of February 2014.

HONORABLE PHILLIP R. ROBINSON
JUDGE

APPROVED FOR ENTRY:

James G. King, #17439
Attorney for Plaintiff/Wife
530 Church Street, Suite 501
Nashville, TN 37219
(615) 244-8026

CERTIFICATE OF SERVICE

I hereby certify that a true and exact copy of the foregoing Final Decree of Divorce has been sent via U.S. mail to Patrick Gerald McGuire, pro se, 14799 Richmond Street, Southgate, Michigan 48195-3707 and to 4720 Billingsgate Road, Antioch, Tennessee 37013 on this the 5th day of February, 2014.

James G. King

Copy

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been forwarded to the following on the 5 day of February, 2014:

James G. King, Esq.
530 Church Street, Suite 501
Nashville, TN 37219

Patrick Gerald McGuire
14799 Richmond Street
Southgate, Michigan [redacted]

Patrick Gerald McGuire
4720 Billingsgate Road
Antioch, TN 37013

Melissa Barnes
Deputy Clerk

STATE OF TENNESSEE

I, RICHARD R. ROOKER, Clerk of the Circuit Court for Davidson County, in the State aforesaid, do hereby certify that the foregoing is a true and correct copy of the Order heretofore entered in the THIRD Circuit Court for Davidson County, Tennessee, on the 05 day of FEBRUARY, 2014, in Docket Number 13D2975 between MCGUIRE, SOGRA SADHI, Plaintiff, and MCGUIRE, PATRICK GERALD , Defendant, as same remains of record in the Minutes of said Court.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix the seal of said Court, at office, in Nashville, the 11 day of DECEMBER in the year two thousand fifteen and in the 239th year of American Independence.

RICHARD R. ROOKER, Clerk,

By: _____

Deputy Clerk

[SEAL]

